

# Nightmare ...

(Continued from page 1)

ty News (YCN) visited Berchtold's home earlier this month. As she gave a walk-through of the interior, she described how the vinyl floors had not been connected to the base of the home causing them to "rise up about a foot and a half" when the wind blows. In addition, too much vinyl had been placed throughout the home which makes it roll whenever Berchtold tries to move furniture or vacuum.

In the living room, she pointed out numerous spots where the walls have cracked due to apparent foundation issues.

In one of her home's two bathrooms, Berchtold demonstrated how, instead of a hot water and cold water line, two cold water lines were installed in the shower. Further, both bathrooms had leaky shower doors which Berchtold said she ended up caulking on her own.

Next, Berchtold said that in her office, "The top of the wall has slid over the bottom part of the wall, so I have a probably one-inch override." When confronted with this problem, Jason Wilcox reportedly said, "That happens sometimes; it's nothing to worry about."

Berchtold decided in October 2022 to have a home inspection done by a local construction company, Ban Construction Corporation. The company's final inspection report lists over 40 items that were "done wrong, missed, or not to industry standard."

"There is no insulation on the foundation wall, and no vapor barrier on the ground," he wrote. "The insulation in the rim joists is falling out, and is not installed properly to provide an air barrier."

The inspector's biggest concern is the crawlspace and attic's lack of insulation. He wrote, "If the crawlspace insulation issues are not addressed right away, all of the pipes will freeze."

Other issues noted in the report include:

\*On the exterior, "All four sides [of the house] have siding that was installed too tight or not tight enough." All four sides "have negative drainage and/or spots that have settled causing negative drainage."

\*Inside the home, "Sheet-rock has buckled at the seam or has cracks." The vinyl floor "has buckled in several spots [and] is cracking," which the firm said "appears to be an installation issue."

\*All doors were "installed poorly." The rear patio door leaks when it rains through its glass panes. The interior doors "don't latch right," which "appears to be an installation issue."

According to Berchtold, Jason Wilcox is "very intimidating and vindictive" when asked to fix these problems. Often, his response to Berchtold and others when asked about issues post-sale is: "That's not my problem." In text messages provided to YCN, it appears that Wilcox did agree to come "do a walk-through" in July; however, he ended up needing to resched-

ule and Berchtold has not received any further contact with Wilcox since.

In addition, Berchtold filed a complaint with the Montana Office of Consumer Protection. That complaint is still pending as of this week.

### The Freemans

"I hung up and I had a stroke." This is what Bev Freeman says happened after a heated discussion took place between she and Wilcox regarding irrigation water – more specifically, why her irrigation water was being shut off.

Freeman says one of the main selling points for 3701 Lenny Ln., the house she purchased indirectly from J&J Homes, was that irrigation water was promised at a rate of \$70 a year from about April to October. The Freemans installed extensive landscaping thinking they'd be able to irrigate it using the system described in the listing.

The summer of 2022, however, Freeman said they had water for no more than "a week and a half" because apparently the system broke down. "So, we were scrambling to keep our \$20,000 worth of landscaping alive," said Freeman. What happened next was stunning: One day, a man with Pryor Creek Golf Course arrived at the pump house near Freeman's property and informed her that he was "shutting the water off because Jason [Wilcox] is stealing water." After this, Freeman said she called Jason; a heated conversation ensued, and the stress caused her to immediately suffer a stroke, landing her in the hospital for a week.

Fast forward to this summer 2023, Freeman came home in July to find stuck in her door a document entitled the "Water Irrigation Usage Agreement and Procedures" from J&J Homes. In this agreement, the price for irrigation water had suddenly gone from \$70 a year to \$195 a month. It allowed each homeowner to either opt-in or opt-out, but oddly, if one did not explicitly opt out, they were automatically considered to be opting into the agreement.

Even stranger is a section of the document which mandates that if one or more users of the system are found "tampering with... or otherwise acting in bad faith... in regard to the intended proper use of the irrigation system," such behavior could result in a "complete shut off of the system for the entire subdivision."

Freeman sent a list of questions about the agreement via email to Wilcox on July 14, 2023. Wilcox replied less than an hour later, and wrote, "You will be billed accordingly[.] The agreement is self-explanatory[.] On a sidenote, until you pay your past due note from last year, water will be unavailable to you. Let us know what you wanna do. Either way is fine."

In short order, Freeman received a sudden slew of irrigation "bills" for July, August and September 2022 at a rate of \$395 a month. Evidently, the couple felt they should

not have to pay for a service they did not receive but for one week out of the year. When she argued that the rate was supposed to be \$70 a year, Wilcox reportedly told Freeman that he owned the water, and he could charge whatever he wanted.

In addition, Freeman described similar issues as the Berchtolds like cracks in the walls, roof issues, and a missing vent in the bathroom. These types of issues the couple had resigned to fixing themselves, they told YCN, due to the fact that Wilcox refused to honor the one-year warranty as it was listed by Monarch Realty and Western Skies Real Estate.

Their main issue is the irrigation water because they say it will affect their ability to sell the home in the future.

### The Bensons

Christopher and Brittney Benson of Lynette Ln., shared their story which includes many of the same trappings as their neighbors. For example, Christopher said their home was supposed to arrive in November 2021, but ended up not being ready until February 2022.

Upon moving in, the issues they noticed right away included improperly chained marriage lines, which are the area where two sections of a home are connected. The drywall was unfinished. The Bensons rated the overall quality of the home they received from J & J as "zero."

Wilcox assured the Bensons he would "have his guy come out." The couple said someone from J & J did come out to their house – once, only to never return again.

The couple says they have been affected by the irrigation system issues, as well. "That was a big reason we bought out here because there was supposed to be irrigation water," said Christopher, and he added that the price of such water was different nearly every time he went to the J & J office. "One time it was \$50 a summer, then it went to \$75, then \$100... and now, he wants \$195 a month – from every house."

"Meanwhile, I lost the financing on this place, and now I'm suing him (Wilcox)," said Christopher. "We've already been in court three times." The Bensons allege Wilcox demanded an illegal down payment of \$50,000 in violation of state Consumer Protection laws.

According to Brittney Benson, Wilcox began pressuring them to move forward with financing in February of this year, even though the deadline was not until October. In May, when she and her family went to J & J's office with a preapproval letter in hand, "he wouldn't even talk to us." Said Brittney, "He called me every name in the book and totally disrespected me and my family." He then gave the young family an eviction notice and told them, using choice language, to "get out" of their home.

### Response from J & J Homes

In an interview Sept. 21, Jason Wilcox claimed, "Every complaint that's been

brought to my attention has been addressed, not only by J & J Homes but by the builder, which is Adventure Homes."

Wilcox says the only warranty provided by J & J is for items like the garage. Typically, customers are given by the builder a "Homeowner's Warranty" and a "2-10 Warranty." The length of a "2-10" varies based on each part of the property that it covers, he explained – "some of the items are covered for 2 years, some for 10."

Regarding the irrigation water, Wilcox said, "I have to buy the water from the golf course, and then turn around and sell it to the homeowners. They do not have to buy it; it is 100% optional." (A vastly different claim than what he reportedly stated to the Freemans.) Whether one buys the water or not, he said, "I don't care either way."

During the interview with Jason Wilcox, YCN noted the Freemans' assertion that the irrigation water was advertised at \$70 a year. At that same time, Mitch McCormick, a principal of J & J Homes, interjected saying, "We also don't list [homes.] We sell directly to customers. So, whoever listed that [price]

is who screwed that up."

McCormick and Wilcox went on to claim, the realtor, Jeanette Busony, who listed 3701 Lenny Lane must have misinformed the Freemans on certain aspects of the property.

When questioned about the Irrigation Agreement and its clause which warns of "complete shut off" if there is bad behavior, Wilcox deferred to McCormick, who said, "I think we put something similar to that in there. I think the problem was [that] we don't have an individual shut off to every lot; it's like a big loop system when they installed it."

"What about headgates?" one may ask. "Nope," both said in unison. "There's only one for the whole system."

Finally, Wilcox noted that J & J Homes performs a walkthrough with each homeowner when they move in to check for missed items and repairs that may be necessary, and create a punch list. "It can be a challenge with the labor pool the way it is... to get enough help," he said. "But again, any issue that's been brought to my attention has been dealt with, period."

## Did you know???

The Yellowstone County News covers and reports on the weekly county commissioners' meetings? We've got you covered for county and local information. From affordable legal advertising to local news and views. We thank all our readers for their support of the Yellowstone County News.

Your weekly newspaper with local

101.1 FM

YCN

SPORTS

YCNSPORTS.COM

Never miss a game again.

Weekly Sudoku Puzzle

Puzzle for September 28, 2023

Answers on page 2

		6	1					2
	4	8	3					
	5			6				7
				8		6		3
	1	7	4					
			2			9	4	
	9							
		5						8
	8				2		9	

Level: Intermediate

Sudoku is a puzzle based on a small number of very simple rules:

- Every square has to contain a single number.
- Only the numbers from 1 through to 9 can be used.
- Each 3x3 box can only contain each number from 1 to 9 once.
- Each vertical column can only contain each number from 1 to 9 once.
- Each horizontal row can only contain each number from 1 to 9 once.